

ASSURED SHORTHOLD TENANCY AGREEMENT

[This document should not be used to create a tenancy where the initial fixed term is to be for more than three years; you should consult a Solicitor; as such an agreement must be created by Deed]

All parties must be present to sign this agreement

IMPORTANT

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre

(this Tenancy is subject to all paperwork/payments requested by the Agent/Landlord being provided within 10 days of signing this document, Tenancy and Tenancy Agreement alike will be withdrawn after failure to comply to these terms)

Adams Estates LTD©

Date of this Agreement: 09/02/2017

Tenancy Particulars

1 Landlord	(i) Name	Mr Joginder Singh Kaushal
2		1 Old Bath Road, Sonning, Reading, Oxfordshire, RG4 6SZ
3 Tenant(s)	Name(s)	Miss Rhea Callard, Miss Jessica Brodie, Miss Sophie Chandler, Mr Filipe Riberiro Pereira, Miss Ella Somers, Mr Robert Oliver
4 Lead Tenant		Miss Rhea Callard
5 Property		64 Alexandra Road, Reading, Berkshire RG1 5PP
6 Number of Bedroom(s)	(i) Amount	6 Bedrooms
7 Number of Occupant(s)	(i) Amount	6 Occupants
8 Term	(i) A Term of	12 months
	(ii) Commencing on and Including	01 July 2017
	(iii) Terminating on and Including	30 June 2018
9 Type of Tenancy		Assured Shorthold Tenancy
10 The Rent	(i) Amount	£2910.00 per calendar month
	(ii) Payable to	Adams Estates Ltd
	(iii) Method of Payment	Payments are to be made on the first day of each commencing month by standing order from the lead tenants account , to the account details as follows: Natwest , Account Number: 8872 6142 , Sort Code: 60 17 21 , Ref: 64ALEXANDRARD
11 The Deposit	(i) Amount	£2850.00 payable upon signing this agreement.
	(ii) Deposit Holder	Adams Estates Ltd
12 Property Manager		Caine Springer Caine@adamsestates.net
13 Keys		Keys will be released only after 12pm from the commencement of this Tenancy.
14 Is Part 6 Applicable?		YES
15 Special Conditions Agreed Within this Tenancy Between the Landlord and Tenant		NONE
16 This Tenancy Agreement is subject to receiving signed Guarantor Agreements/advanced rental for all named Tenants before the commencement of this Tenancy		Students that are normally resident within the UK will be asked to provide a Guarantor (usually a parent) who will agree underwrite your obligations under the terms of this tenancy agreement. Overseas applicants will be considered but will be required to pay an additional Advanced Rental and the Landlords' approval.

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Part 1: Definitions and General Information

This agreement has been written using the principles of "plain English". Below is a list of definitions that will help to explain some of the terms or expressions. This list is not exhaustive and you are recommended to seek advice on any terms of which are not completely clear to you.

"Agent" means Adams Estates LTD, 66 Christchurch Road, Reading, Berkshire RG2 7AZ

"Landlord" means the person(s) specified in the Tenancy Particulars on page 2 of this agreement and includes his successors in title to the Property if for example the Property is sold during the tenancy.

"Head Lease" sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this 'Head Lease' will bind the Tenant if he has prior knowledge of those promises.

"Property Manager" means the person or company appointed by the Landlord to act on his behalf in relation to the letting and management of the property and as set out in paragraph 12 of the Tenancy Particulars. In such circumstances, all contact is likely to be with the Property Manager rather than the landlord, who will have given the Property Manager authority to deal with most aspects of the Tenancy, such as arranging repairs, receiving mail for the Landlord, collecting rent and dealing with any requests to or permissions sought from the Landlord. Please do not contact the Landlord directly unless the Property Manager asks you to do so.

The Landlord should inform you in writing if he appoints a different Property Manager during the tenancy. If the Landlord does not appoint a Property Manager, any references in this agreement to 'we', 'us' or the 'Property Manager' should be understood to apply to the Landlord himself.

"Relevant Person" in the Prescribed Information means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor. References to the singular include the plural and references to the masculine include the feminine.

"Stakeholder" means as Agent for the Landlord and the Tenant. A stakeholder can only act with the consent of both the Landlord and the Tenant. The Agent, can only make deductions from the Deposit, at the end of the tenancy with the written consent of both parties or from the Court or Adjudication decision from TDS.

"Guarantor" is the person responsible for discharging the Tenant's obligations if the Tenant defaults, whether the Landlord elects to pursue the Tenant or not. References to rents and other covenants on the part of the tenant contained in this agreement shall be limited to them as if the obligations there under were not 'joint and several' and were limited to the tenant's share of rent.

"Tenant" means the person(s) legally responsible for performing the obligations of the Tenant as set out in this agreement. If you are not the only Tenant (that is, more than one person is named as 'the Tenant' in the Tenancy Particulars), then your obligations under this agreement are 'joint and several'.

"Lead Tenant" means the person responsible for reporting all maintenance issues to the Property Manager, along with providing a constant first point of contact between the Agent/Property Manager and the Tenant(s). Most (but not all) documents related to the property will be signed by the lead tenant on behalf of the Tenant(s).

"Joint and Several" means the property is let to the tenants on the understanding they are jointly, equally and severally responsible for rental payments, deposits held, damages to the property and final bills.

"TDS" means The Dispute Service whose details are shown in the Tenancy Agreement.

"Tenancy Particulars" and the **"Tenancy Notes"** is the information provided to you prior to the start of the Tenancy or included in this Agreement.

"Term" or the **"Tenancy"** means the length of time that the tenancy will continue for, as specified in the Tenancy Particulars.

"Utilities" means charges, rates or costs relating to Telephone, Gas, Electricity, Oil, Water Charges (including sewerage and environmental services) and Council Tax.

"Deposit" is the sum set out in paragraph 11(i) of the Tenancy Particulars to be held by the Deposit Holder in a stakeholder capacity during the tenancy in case the Tenant fails to comply with the terms of this agreement.

"Deposit Holder" is the person or company set out in paragraph 11(ii) of the Tenancy Particulars being the person or company who holds the Deposit under this agreement.

"ICE" means the Independent Case Examiner of The Dispute Service Limited.

"Inventory and/or Schedule of Condition" means any document prepared by the Property Manager or the Landlord provided to the Tenant detailing the full content and condition of the property signed by the parties. This document will be used at the end of the tenancy and when you move out to assess the property, its contents and condition.

"Prescribed Information" means the information provided upon moving in to the property.

"Property" comprises the unit of accommodation described in the Tenancy Particulars, including the fixtures, fittings, furniture and other contents provided for the use of the Tenant and as specified in the Inventory and Schedule of Condition supplied with this agreement; and, where appropriate the garden and garage. Where the property is an apartment, the tenancy includes the use of the shared areas of the building (in common with the occupants of other parts of the building) to the extent reasonably necessary for normal use of the apartment.

The basis upon which the Landlord can recover possession from the Tenant, during the fixed term, apart from Ground 1, are set out in the Grounds of Schedule 2 of The Housing Act 1988, (as amended) and which are referred to in the agreement are as follows:

Mandatory Grounds

Ground 2: at the start of the Tenancy the Tenant was advised that the Landlord owns the Property, normally lives there and that his lender may have a power of sale of the Property if the Landlord does not make his mortgage payments for the Property.

Ground 8: both at the time of serving notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least 8 weeks rent is unpaid where rent is payable weekly or fortnightly (b) at least two months' rent is unpaid if rent is payable monthly (c) at least one quarters rent is more than three months in arrears if the rent is payable quarterly (d) at least three months' rent is more than three months in arrears if the rent is payable yearly.

Discretionary Grounds

Ground 10: both at the time of serving the notice of the intention to commence proceedings and at the time Of the court proceedings there is some rent outstanding;

Ground 11: there is a history of persistently late rent payments;

Ground 12: the tenant is in breach of one or more of the obligations under the Tenancy Agreement;

Ground 13: the condition of the Property or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living at the Property;

Ground 14: the tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

Ground 15: the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the Property;

Ground 17: the landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation.

Please Note and Understand

- That in signing the Tenancy Agreement you are committing yourself to renting the Property for the full length of the Term, and unless the Tenancy Agreement contains a specific provision permitting early termination you have no right to terminate your Tenancy any earlier than the expiry date shown in the Tenancy Particulars.
- We advise that during the Tenancy, Tenants should not swap bedrooms, this can result in problems with the Deposit return and certain liabilities of individuals within this Agreement.
- If consent is given to the Tenant to carry out any action or work by the Landlord or the Agent, the Tenant is strongly advised to get consent in writing.
- Any reference to "you" in the Tenancy Agreement shall mean the Tenant and (if applicable) the Guarantor and all such obligations shall be Joint and Several.
- This is an Assured Shorthold Tenancy Agreement under the Housing Act 1988 (as amended by the Housing Act 1996).
- It is important that you read this Tenancy Agreement carefully and ensure that you fully understand the rights and responsibilities of all parties.
- The Tenant and Landlord agree that the laws of England and Wales shall apply to this agreement.
- This is a back to back Tenancy, please note the property may need work/cleaning in the commencing weeks (refer to clause 1.2/1.3, Section B of this agreement).

Part 2: Tenant's Obligations

The following paragraphs set out your obligations to the Landlord during the Tenancy.

A: Payments

Note to Tenant

Any payments that you wish to make via cheque or bankers draft will need to be sent 1st class recorded delivery, if not sent by this method of post the Tenant must understand that the Landlord or Agent (as the case may be) cannot be held responsible for any missing or undelivered cheques or banks drafts. If any missing cheques or bankers drafts (if not posted in the method suggested above) result in rent becoming late, all charges to the Tenants will continue to be applicable.

1. Rent

1.1 To pay the Rent on the days and in the manner stated in the Agreement without any Deduction.

1.2 To pay the Rent via Standing Order to the Agent (the Agent does not have the capacity to remove funds from the Tenants account). It is the Tenants' responsibility to make sure that the standing order is cancelled prior to tenancy end date. The Agent accepts no responsibility for any charges that may be issued by their bank as a result of their failure to do so. Should an overpayment of rent be made due to a standing order not being cancelled on time, the Agent will refund the overpaid amount minus a charge of £25.00.

1.3 Rent payments should be made into the account detailed in Tenancy Particulars on page 2 of this agreement. Should a rent payment be made into the wrong account a charge of £25.00 will be made to the Tenant to correct the error, which will be added to their rent account as a debit.

1.4 The monthly rent payments should be made in one whole sum and be made from the lead tenants account.

1.5 The Tenants must pay all other outgoings, charges and taxes payable in respect of the Premises.

1.6 The Tenants must pay the rent in full, in advance, for each month of the Tenancy; first of such months' is non-refundable should they not take up the tenancy on the above start date.

1.7 The Tenancy Particulars specify the amount, the date in the month on which it is due, the method of payment required, and to whom it should be paid.

After the initial instalment, the Tenant will not usually receive a rent demand; but this is not a reason for failure to pay on or before the due date.

1.8 Any payment of rent by a third party will be accepted as having been paid on the Tenants behalf. Please note that the Deposit may not be used by the Tenants to settle any part of the rent, at any time, without the written agreement of the Landlord or his Property Manager; only at the termination of the tenancy.

- 1.9 If the Tenants pay the rent late, they will have to reimburse the Landlord of any costs directly incurred by him as a result. For example, if the Tenants bank returns a cheque of unpaid, or refuses to honour an arrangement to pay by standing order, t must reimburse the Landlord or the Agent or the Property Manager (as the case may be) for any bank charges.
- 1.10 The Landlord or the Agents maintain the right to charge a fee of £30.00 on all cheques returned unpaid or re-represented, charges to be paid prior to the next rent due date.
- 1.11 The Tenant will also be charged at a rate of £5.00 per day if the rent fails to be paid on the contracted rent due date, this will be charged up until rent is received.
- 1.12 If an advanced rental has been agreed with the Tenant (or any one of the Tenants If necessary) in respect of section 15 of the Tenancy Particulars, this will be required to be a minimum of 6 months (whether this is a sum of the full rent or the sum of a proportion of the rent, this will be made clear before the signing of this Agreement), the payment will be collected upon signing this agreement and then be held by the Agent to be used as the last 6 months rental for whomsoever the advanced rental relates to.

2 Deposit

- 2.1 The Deposit is to be paid upon the date stated in the Tenancy Particulars by the method agreed with the Landlord or Agent upon reserving the Property; this will be held by the Deposit Holder as Stakeholder. The Deposit is held as security against any breach by the Tenants, of any of their obligations under this agreement (but it does not represent the maximum that they may have to pay in such circumstances, which will depend on the losses suffered or the costs incurred by the Landlord as a result of any breach).
- 2.2 After the Tenancy the Deposit Holder (on the Landlord's behalf) is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies required to compensate the Landlord for any damage or any other breach of the Agreement. The Landlord or the Agent (as the case may be) shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made.
- 2.3 After the end of the Tenancy, the Deposit Holder on behalf of the Landlord shall return the Deposit to the Tenants, following the deposit return procedure.
- 2.4 The amount of deposit returned to the Tenants is subject to any deductions chargeable to the tenant due to damage, breach of tenancy or excessive wear and tear, for example. The tenant will be informed within 14 days whether they are to have any amount deducted from their deposit. In cases where there are no deductions, the tenant will receive a full return minus the cost of the checkout; providing that the agent has been provided the final bills for Gas, Electricity and Water, a forwarding address, and their bank account details for payment purposes.
- 2.5 If the amount of monies that the Deposit Holder is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent (as the case may be) may require the Tenant to pay the additional sum to the Deposit Holder within 14 working days of the Tenant receiving that request in writing.

- 2.6** The Tenant is not entitled to withhold the payment of any installment of rent or any other monies payable under this Agreement on the ground that the Deposit Holder holds the Deposit or any part of it.
- 2.7** The Deposit can be deducted for the following purposes:
- 2.7.1** Any damage or compensation for damage to the Property its fixtures and fittings or for missing items for which the Tenant may be liable subject to appointment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy insured risks and repairs that are the responsibility of the Landlord.
 - 2.7.2** The reasonable costs incurred in compensating the Landlord for rectifying or remedying any major breach by the Tenant if the Tenants obligations under the Tenant Agreement including those relating to the cleaning of the Property its fixtures and fittings.
 - 2.7.3** Any unpaid accounts for utilities, water charges, environmental services, other similar services or Council Tax incurred at the Property for which the Tenant is liable.
 - 2.7.4** Any rent or other monies due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remain unpaid after the end of the Tenancy.
- 2.8** If the amount in dispute is over £5000.00 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although with the written agreement of both parties the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee to be fixed by the Board of the Dispute Service Limited from time to time shared equally between the Landlord and the Tenant, the Liability for any subsequent costs will be dependent upon the award made by the arbitrator.

3 Protection of the Deposit

- 3.1** The "Property Manager" shall retain the Deposit and pay a premium to My Deposits "the Insurer". Upon signing this agreement the tenant must cover this premium.
- 3.2** Within 30 days of receiving the deposit, beginning on the day upon which the deposit is received the Landlord or his Agent (as the case may be) shall give the Tenant details about how the deposit is protected, including:
- 3.2.1** The contact details of the tenancy deposit scheme selected and information from that scheme to tell the Tenant how the scheme operates.
 - 3.2.2** The Agents details and what to do if the Tenants cannot contact the Landlord or Agent at the end of the Tenancy
 - 3.2.3** How to apply for the release of the deposit
 - 3.2.4** Information explaining the purpose of the deposit

3.2.5 What to do if there is a dispute about the deposit

3.2.6 How the scheme will help resolve the dispute without going to court

4 Utilities

- 4.1 The Property Manager will not advise the Gas or Oil (if any) and Electricity suppliers of the date on which the tenancy starts and ends.** The Tenants will be responsible for paying all standard charges for the consumption of the Gas or Oil (if any), Electricity and Water including sewerage and environmental charges used in the Property during the tenancy, and must settle the bills promptly with the supply companies. **The Tenants will be responsible for transferring the telephone (if required), Gas, Electric account to their name at the start of the Tenancy** and for paying for the use of the telephone and cable/satellite television services (if any), and must not allow any of these services to be disconnected during the Tenancy, nor allow the telephone number to be changed.
- 4.2** Where any bills for these services incorporate a standing charge for a period that overlap the start or end of the tenancy, the Tenants will only be responsible for the appropriate part of the standing charge.
- 4.3 The Agent is not responsible for the collection of meter readings for utilities. This responsibility lies upon the Tenants. The first meter reading should be taken on the tenancy start date and given to the chosen utility suppliers by the Tenants.**
- 4.4** The agent has the permission of the Tenants to speak to any utility company regarding their account if needed. This includes Gas, Electricity, and Water and Council Tax.

5 Mattress Protection

The Tenants must use a mattress protector for the duration of their tenancy. Failure to do so will result in them being charged for a mattress clean upon leaving the tenancy. Regular inspections will take place throughout the tenancy, where this will be checked and noted on the report.

6 Council Tax

The Property Manager will advise the Local Authority of the date on which the Tenancy begins and ends. Students are responsible for applying for any exemption from Council Tax they may be entitled to and whilst the Agent will notify the local authority of the tenancy the Tenants are required to provide confirmation of their student status and evidence to the local authority, including the tenancy end date and details of the course they are attending. The Tenants are also responsible for informing the local authority if they leave university or change courses.

The Tenant must discuss with the local authority directly for information regarding any exemption, including any period of time where they may not be exempt. For example, any period between when their course is ending and their tenancy end date.

The Tenants must reimburse the Landlord for any Council Tax that he is required to pay by the Local Authority for any period during the Tenancy.

7 Television Licence

The Tenants will be responsible for paying for a television licence for the Property, whether if it is them or the Landlord who provides any television set. If the Tenants rent a television set or other video/audio equipment is rented, they will be responsible for returning it in good order to the hire company on or before the termination of the Tenancy.

8 Guarantors Promise

Should the tenant fail to observe and perform the Tenants Obligations as detailed in this Agreement, the Guarantor (if any) guarantees that the obligations will be upheld.

9 Jointly Severally Liable

Each Tenant is jointly severally liable for the financial obligations related to this tenancy. For example, should an individual Tenant on a joint Agreement not fore fill their financial obligations, all Tenants named on the Agreement and their Guarantors (if any) are liable for this debt equally.

Should any individual Tenant within the group fall in rent arrears, the Landlord or Agent will inform each of the Tenants, under the Jointly and Severally Liable clause. The Agent will take this action should the rent account be in arrears for 6 weeks or longer.

10 Replacement/Copies of the AST Agreement

Should the Tenants require a duplicate or replacement copy of the AST agreement the Tenants are liable to pay a fee of £30.00. This payment must be made before the replacement or duplicate copy is issued.

B: Initial Condition of the Property

1. Moving In

1.1 An Inventory (list of contents) and a Schedule of Condition of the Property will be compiled once any necessary maintenance/repairs or cleaning have been carried out. It is in the Tenants own interest to check it thoroughly as soon as they have received it. If they find any discrepancies or disagree with any of the comments, say so in writing within 7 days of receiving the Inventory, otherwise it will be assumed that they agree with it. Please return the signed Inventory to the Agent.

1.2 The Tenant must allow up to 90 days (the summer period) of the commencement of the tenancy for any repairs and cleaning to be made that is needed to bring the property to a satisfactory standard.

1.3 If any repairs and cleaning is needed at the commencement of the Tenancy, the Lead Tenant must inform the Property Manager (in writing via email) of this within the first 14 days of the commencement of the tenancy as to allow the landlord or his Agent sufficient time to amend the issues. The Agent/Property Manager cannot be held responsible for any delay in repairs/maintenance or cleaning if not reported by email in this time.

- 1.4** Unless it can be proved that an infestation of bed bugs, fleas, or any other pest infestation exists at the property before their move in date, the Tenants are responsible for any professional treatment that may be necessary throughout the tenancy. The Tenants must take every precaution to prevent such an infestation from occurring.

If an infestation is reported within the first four weeks of the tenancy the Agent, the Landlord or his Property Manager will be responsible for the treatment.

- 1.5** The agent is not responsible for bedroom allocations within the property. It is the Tenants' responsibility to organise this between them and to inform the agent upon request which tenant occupies each bedroom.

C: Care of the Property during the Tenancy

1. General

- 1.1** The Tenants should treat the Property and contents as carefully as a reasonable person would treat his own and in any event in a proper and tenant like manner. The Tenants will be responsible to make good or paying for any loss or damage (over and above normal wear and tear) to the Property and contents that is caused by them, or anyone that they invite into the Property.

- 1.2** Should a visit to the property, such as the tri-annual inspection, give us reason to believe that the Tenants are not maintaining the property to a reasonable condition; they will be given 24 hours to make improvements to bring the property to an acceptable standard.

After this period, should we find that the property is still below an acceptable standard, the Agent will arrange for contractors to visit the property and make good at the Tenants expense.

- 1.3** Light bulbs and batteries for smoke alarms will require replacement from time to time, with normal use. There are not faults in the Property and the Tenants are responsible for replacing them whenever necessary. The same applies to the need to top up dishwashers with salt and rinse aid regularly, and to clean washing machine filters and soap dispensers periodically if the appliance instructions require it.

- 1.4** **Any repairs/maintenance** must be reported to the designated Property Manager (as detailed in this agreement) via **email from the Lead Tenant**.

2 Instructions – Heating, Hot Water and Domestic Appliances

The Landlord will, where possible, provide a set of instructions for the heating system and domestic appliances. Please read them carefully and keep them safe; not only will this help the Tenants, but if they are missing at the end of the Tenancy, the Tenants may be charged up to £20.00 (including VAT) for replacing part or all of them.

3 Cleaning

- 3.1 The Tenants must keep the Property and contents in the same good, clean and tidy condition that they are in at the start of the Tenancy, as recorded on the Inventory.
- 3.2 The Tenants should clean the windows, inside and out, regularly
- 3.3 The Tenants are jointly liable for the upkeep of the communal areas, such as the kitchen, bathrooms, shower rooms, WCs, lounge, dining rooms, stairs, and landings (for example). They must make sure that they keep them in a good clean condition, well maintained, in a good state of repair, and in good decorative order
- 3.4 The Tenants are severally liable for their individual rooms, and must make sure that they keep them in a good clean condition, well maintained, in a good state of repair, and in good decorative order

4 Garden

- 4.1 If the Property has a garden, the Tenants must keep it in good order, or pay someone to do so. The lawn should be mown regularly in season and flowerbeds weeded. The Tenants should not alter the arrangement of the garden by planting or removing plants or trees.
- 4.2 In extended warm weather conditions the Tenants should take reasonable steps to water lawns, plants and bushes, subject to any local water usage restrictions in force at the time.
- 4.3 The Tenants agree that the Landlord **will not** provide the necessary tools in order for the Tenants to maintain the garden. The Landlord or his Agent (as the case may be) assumes no liability for any injury to the Tenants when using garden maintenance tools including power tools.

5 Smoking

The Tenants must not smoke tobacco or any other substances in the Property, nor allow guests to do so. Smoking causes the decoration to deteriorate much more quickly and they may be liable to pay for making the Property good at the end of the Tenancy which may include (but not be limited to) redecoration, professional cleaning of curtains, and soft furnishings that may not otherwise be necessary. The typical cost of a full professional clean for a room could be £400.00 or more.

6 Reporting to the Landlord

The Tenants must promptly report to the Property Manager and necessary repairs to the Property and any electrical problems with wiring plugs or appliances for which the Landlord is responsible. Any failure to do so may make them liable for the cost of the repairs involved.

7 Access for Inspections and Repairs

- 7.1** The Tenants must allow the Landlord, Property Manager and repair contractor's reasonable access to the Property from time to time, during normal working hours, to inspect its condition and to carry out any repairs and maintenance that become necessary. If the Property is an apartment, this may include allowing access for work to the common parts of the building as well. The Tenants will be given at least 24 hours' notice of the dates and times when access is required, unless there is an emergency where any delay might result in further damage to the Property (for example, a burst pipe).
- 7.2** As a result of these visits, the Landlord or the Property Manager may give the Tenants a written statement of any damages, cleaning, defects or other alleged breaches of the Agreement allowing the Tenants to rectify these problems, within a reasonably time scale prior to a follow-up inspection.
- 7.3** If the necessary works have not been completed by the Tenants as a result of this notification, the Landlord or Property Manager may organise the works to be carried out at their expense.

8 Redecoration

The Tenants must not alter the Property or redecorate it during their Tenancy, without obtaining the Landlord's or Property Manager's written consent in advance, or they may be liable for the cost of returning it to its original condition.

9 Furniture

If the Property is furnished, the Tenants must not bring additional furniture into the Property without the prior written consent of the Landlord or Property Manager; nor must they remove any of the Landlord's furniture in the Property into storage (which includes into the garage if there is one) without the Landlord or the Property Manager's prior written consent. At the end of the Tenancy all items as detailed on the Inventory and/or Schedule of Condition must be restored to their original position as at the start of the Tenancy. The Tenants will be charged for the cost of the labour involved if they fail to do so.

10 Accidental Damage

- 10.1** The Tenants will be responsible for the cost of making good accidental damage to the Property of the extent that the Landlord cannot recover it from his insurers because of something they have done. This might happen, for example, if they left candles burning at night, and there was a fire as a result. The Tenants also need to replace any broken glass promptly after damage has occurred.
- 10.2** The Tenants must inform the Landlord or his Property Manager immediately if there is any accidental damage to the Property for which they do not accept responsibility, for example a fire, or a burst pipe. Any delay may make it difficult or impossible for the Landlord to claim on his insurance, which could leave them liable for the cost of making good the damage.
- 10.3** The Landlord's insurance will not extend to items that the Tenants bring into the Property. The Tenants should arrange their own contents insurance.

11 Drainage

While the Landlord is responsible for rectifying genuine faults in the drainage system such as cracked pipes, the Tenants are responsible after the first four weeks of the Tenancy for clearing blockages caused by material that they have allowed into the drains, accidentally or otherwise.

12 Electrical Faults

If any electrical faults are reported or found to be present in the property due to the tenant's negligence, any call out/electrician fees will be paid by the tenant. Electrical issues can arise from faulty appliances/chargers and can also pose a fire risk.

13 Carbon Monoxide Hazards

To prevent Carbon Monoxide poisoning, it is advised that windows are opened when using the hob and/or oven to allow fresh air into the kitchen to prevent the build-up of carbon monoxide when cooking for long periods of time.

14 Condensation

14.1 The Tenants should ensure that the Property is sufficiently heated and ventilated to avoid condensation and mould growth. If there is excess they must wipe down surfaces promptly with bleach or anti-mould product to help prevent mould growth from reoccurring. The Tenants may also be held responsible for making good any damaged areas as a result of their failure to heat and ventilate the Property. If they are in any doubt as to how to do so, they must ask the Landlord or Property Manager for advice.

14.2 Please note that the drying of clothes inside the Property should be avoided as it is likely to increase condensation.

14.3 Trickle vents shall be left open at all times and extractor fans in the bathrooms and kitchens should be used to minimise condensation problems.

14.4 Curtains and blinds should be kept open during the day to help minimise condensation and damp in the property.

15 Cold Weather

During the winter months the Tenants must ensure that the Property is kept warm enough to avoid water freezing in the pipes and tanks. This is best done by leaving the heating system set to provide a constant minimum ambient temperature to be no less than 13 degrees centigrade.

16 Pictures

The Tenants must not fix any pictures or other ornaments to the walls without the written consent of the Landlord or his Property Manager. This is likely to be given on the strict condition that they use a reasonable number of proper picture hooks, not Sellotape, Blu-Tac or other similar products that damage the decoration when removed. The Tenants will be liable to the cost of making good any such damage. Typical redecoration of one wall can be approximately £80.00.

17 External Appearance

The Tenants must not fix flags, placards, signs or posters so as to be visible outside the Property. The windows and doors of the Property must not be obscured by anything other than domestic curtains and blinds.

18 Open Fires

Only use the open fireplaces which have been expressly authorised by the Landlord or Property Manager, if there is a working fireplace, the Tenants should have the chimney swept after the winter period and in any event at the end of the Tenancy.

19 Storage

The Tenants must not store coal, wood, fuel, motorcycles, cycles or other similar machinery in any part of the Property other than areas specifically designed and designated for that purpose.

20 Wooden Floors

Where wooden floors are fitted the Tenants should not wear stiletto heeled shoes nor any footwear that may damage the floors. Only soft-soled footwear should be worn. The Tenants should also ensure protective pads are added to the legs of all furniture. They will be charged for any such damage.

21 Alterations or Additions

The Tenants must not make any alterations or additions to the Property or erect any new buildings or structures nor damage or allow others to damage any walls or timbers of the Property.

22 Television and Wiring

The Tenants must not erect a satellite dish or any electronic reception device or install or alter any wiring at the Property, without the prior written consent of the Landlord or Property Manager. If at the end of the Tenancy any installations or wiring is removed by their choice, the Landlord's cost of making good will fall to the Tenant.

D: Use of the Property during the Tenancy

1. General

- 1.1 The property is to be used as the Tenants private residence. They **must not** share it with anyone else who is not a 'Person Permitted to Reside' as detailed in Part 3 of the Tenancy Particulars, sub-let part or all of it, take in lodgers or allow friends to live in it with them.

- 1.2** The Tenants must not, without prior written consent of the Landlord or Property Manager, carry on any type of business from the Property. It has been let to them for residential use, and any business use is likely to contravene local planning regulations and the Superior Lease (if the Property is an apartment) as well as this Agreement.

2 Security

- 2.1** The front door should always be double locked upon leaving the property. If the door is a UPVC door, this can be done by lifting the lever and turning the key clockwise this will engage all the security locks. If the door is wooden, the Tenants will be given 2 keys (1 x Yale and 1 X Mortice).

The Yale is the lock used daily, the mortice keys is a long key and is used for the mortice lock which is normally located lower down the door.

Please ensure you engage the mortice deadlock when leaving the property. Any back door keys need to be hidden away from sight. Please note; if the Tenants are a victim of a burglary, the landlord will not be held liable for any valuables or possessions stolen.

Please also ensure all members in the house follow security checks when leaving the property.

- 2.2** The Tenants must always leave the Property locked and secure when they are away from it, for however short a period. This includes using any burglar alarm in accordance with the instructions provided. Failure to do so may make it difficult or impossible for the Landlord to claim in his insurance, which could leave the Tenants liable for the cost of making good any damage or loss suffered by the Landlord through a break-in.

The Tenants should ensure that they are familiar with the operation of any alarm system, as otherwise they may be liable for the costs of attending false alarms by the police or alarm company.

- 2.3** The Tenants are not permitted to change the burglar alarm code without prior written permission of the Landlord or Property Manager. If written permission is granted the Landlord and the Property Manager must be notified immediately of the new code.
- 2.4** At the commencement of the Tenancy the Tenants will be provided with one set of keys for each Tenant at the Property. They must take good care of these and return all sets complete at the end of the Tenancy by 12pm on their move out date. If they do not, they will be liable for the cost of changing the relevant locks.
- 2.5** The Tenants must not alter, change or install additional locks on any doors or windows or have additional keys made for existing locks without the prior written consent of the Landlord or his Property Manager. If written permission is granted copies of new keys for new locks must be provided to the Landlord or Property Manager.
- 2.6** At the end of the Tenancy all additional keys along with the originals must be handed back to the Landlord or Property Manager.
- 2.7** If security fobs, remote controls or other security devices are given to the Tenants at the start of the Tenancy all must be returned at the end of the Tenancy with their keys. If they fail to return them they will be charged for replacement of any such device.

2.8 During office hours, the Tenants will pay a £30.00 charge for any unnecessary callouts, including lockouts, and letting the Tenants back into the property or room. For replacement of any keys there will be a £50.00 charge.

2.9 Lockouts outside of office hours will need to be dealt with via a locksmith at the Tenants cost.

3 Temporary Absences

If the Tenants intend to leave the Property vacant for 14 days or more, for example to go on holiday, **they must inform the Property Manager in advance, in writing**. This is to ensure that the Landlord can comply with the terms of his insurance policy. If the insurance policy has any requirements relating to empty properties the Tenants must comply with them. A copy of the relevant sections of the policy will be given to the Tenants upon them advising the Landlord or Property Manager of such an absence.

4 Pets

The Tenants may not keep any pets at all in the Property except with the **prior written consent** of the Landlord or Property Manager. There will be conditions attached, even if consent is subsequently given, if the pets are capable of fouling or damaging the Property or contents.

If the Tenants keep pets without written consent, as well as having to remove them without notice, they will be liable to pay for additional cleaning works or replacement of any damaged items at the end of the Tenancy - for example, treatment of carpets and soft furnishings against flea infestation and fumigation.

5 Communal Areas

If the Property is an apartment, there may be additional rules for the use of the building that are imposed upon all the occupiers by the owners of the whole building. If so, the Landlord or Property Manager will obtain for the Tenants a copy upon request and you must abide by them. Typically these include restrictions on noise and rules on how the common areas are to be used, for example limits on car parking.

6 Neighbours

The Tenants must take reasonable care and consideration for you neighbours; particularly if the Property is an apartment. The Tenants must not at any time cause a nuisance or annoyance to neighbours or other occupants of the building. The Tenants should also not play music, have visitors and make any other noise which is audible outside the Property, between the hours of 23:00 and 09:00.

7 Waste

The Tenants are responsible for disposing of your personal and household waste in accordance with the Local Authority guidelines.

8 Dangerous Substances

The Tenants must not use illegal drugs in the Property, or allow them to be used by others; nor keep anything dangerous or flammable in the Property, such as gas cylinders or liquid fuel apart from those required for general household use.

9 Mail for the Landlord

The Tenants must forward immediately to the Landlord or Property Manager any notices, orders or other important mail affecting the Property; for example planning applications issued by the Local Authority and also any mail addressed to the Landlord.

10 Selling/Re-Letting the Property

10.1 During the last 9 months of the Tenancy, the Tenants must allow the Landlord, Property Manager or any other Agents appointed by the Landlord or the Property Manager reasonable access upon prior appointment to the Property to show it to prospective tenants, occupiers or purchasers upon being given at least 24 hours' notice where possible.

10.2 During this period the Landlord or Property Manager may also arrange for a 'To Let' or 'For Sale' board to be erected outside the Property.

11 Early Termination of your Tenancy

This is a fixed term Tenancy Agreement and unless stated to the contrary there is no provision to terminate this tenancy earlier than the termination date set out in the Tenancy Particulars. If, however any Tenant wishes to surrender their Tenancy, Part 6 is deemed to apply as stated in the Tenancy Particulars on the first page then please see the section in this agreement entitled "Terminating your Tenancy Early"

12 Insurance

The Tenants must not do anything to compromise or invalidate the Landlords insurance in the case of a leasehold property nor cause the insurance premiums to be increased above the reasonable level to be expected for the Property.

E: At and After the End of the Tenancy**1. Renewals**

If the Tenants wish to renew, a fee of £95.00 per person will be levied. The agent will invite renewals 10th - 15th October 2017. All renewals are subject to the Landlords approval.

2 General

At the end of the Tenancy, whenever it occurs, the Tenants must hand back the property and contents in the same condition that they were in at the start of the Tenancy, except for the reasonable wear and tear caused by normal use. This includes putting the contents back where they were at the outset if they have moved them to another room in the meantime. Failure to do so will result in the Tenants being charged the cost of the work involved.

3 Cleaning and Gardening**3.1** The Tenants should also ensure:

3.1.1 That the Property and all the curtains, carpets and bed linen are cleaned to a professional standard or pay for the professional cleaning of them and that they are left in the same clean condition that they were at the commencement of the Tenancy.

3.1.2 That the garden is in reasonable order for the time of the year.

3.2 If the Tenants do not comply with the above, they will have to reimburse the Landlord for the costs of putting the Property and contents back into good order, which may include Property Manager's and contractors' reasonable charges for arranging the work.

3.3 The Property Manager can arrange specialist carpet and upholstery cleaning and supply general cleaners if the Tenants need help. Please notify the Property Manager well in advance to ensure a reservation.

4 Professional Cleaning

The Tenant must pay for professional cleaning **no earlier than two weeks prior to the tenancy end date**. This will result in fewer disputes (as a result of later charges to the deposit); failure to do so will result in the Agent arranging the cleaning after the end of the tenancy and deducting from the Tenants deposit. Should the checkout report allocate cleaning to the Tenants at the end of their tenancy, they will be charged for it, even if they have had the property professionally cleaned.

5 Inventory Check-out

5.1 The Inventory provided at the commencement of the Tenancy will be checked with the Tenants again at the end of the Tenancy. The Tenant is responsible for the checkout fee when using Adams Estates' independent inventory supplier and the price is based on the size of the property and whether it is furnished or unfurnished, the price ranges from £84 - £250 inclusive

of VAT. There may be occasions when this is not applicable but they will be made aware of this upfront.

5.2 The check-out is by appointment, but cannot be conducted **until all Tenants have removed all their possessions from the property.**

5.3 In some cases it may not be possible to perform the checkout immediately; for example if the Tenants are moving out over a weekend. Therefore an appointment will be made to perform a checkout as soon as possible afterwards. It is recommended that the Tenants attend the checkout appointment if possible. If they do not keep to a mutually agreed appointment, the checkout will take place in their absence.

5.4 If the checkout is aborted not by the fault of the Agent or the Landlord, an abortive fee of £80 - £120, dependent on the size of the property, will be charged directly to the tenant and a new check-out appointment arranged. (E.G: Cases of locked rooms, or the property still being in occupation at the agreed time of check-out).

6 Return of Deposit

Notes to tenants:

The deposit return will be processed as follows:-

- Final bills, forwarding addresses and bank details need to be provided to the Agent before the final stage of the process.
- Within 14 days of the end of the tenancy the Tenant will receive "Deposit Deductions Notification" email. This will notify that deductions have been listed in the checkout report and are chargeable to the Tenant.
- A copy of the checkout report will shortly follow the "Deposit Deductions Notification" email, which gives the Tenants the opportunity to familiarise themselves with what has been allocated to them and the landlord respectively by the inventory clerk.
- Upon receiving the checkout report, the lead Tenant must advise the Agent of the room allocation, as set out in the checkout report by the inventory clerk.
- Under the Joint Severally Liable clause, the communal area deductions will be divided equally between the Tenants, and the individual room costs will be allocated to each Tenant respectively; by default. Any bedrooms that cannot be allocated to an individual Tenant will be treated as a communal area.
- Upon receiving the checkout report, the lead Tenant must advise us immediately if any communal area charges should be shared anything other than an equal division between each Tenant. The Property Manager should be advised of this via email from the lead Tenant with all other Tenants copied into the email. Any dispute that arises due to deduction allocation in these cases should be resolved between the Tenants. Unless the tenant in question confirms that they are in agreement, the deduction will be allocated as an equally divided communal cost.

- Once deductions are priced up (using invoices and standard charges) they will be emailed to the Tenant with instructions on what to do if they wish to raise an internal dispute.
 - A Deposit Request Letter must be completed by each Tenant, in full. This will be attached to the "Deductions Chart Email" or via an online signing link.
 - At this point the Tenant can either, agree to the deductions by emailing their confirmation via the Deposit Request Letter, or email a list of what is not agreed upon and why as instructed in the "Deductions Chart Email".
 - If disagreements are raised, the Agent will discuss with the Landlord to find a resolution. An updated deductions list will be sent to the Tenants. The undisputed deposit amount will be refunded to the Tenants at this stage, providing we have the final bills and forwarding address for each tenant. The internal dispute can be raised up to 60 days from the tenancy end date, the result of which must be issued to the tenant within 92 days of the tenancy end date.
 - If no resolution can be found following an internal dispute, the dispute must be raised with My Deposits. My Deposits will then act as an independent adjudicator to resolve the disputed amount and return to the rightful party.
- 6.1 Provided that the Tenants abide by the terms of the Tenancy, and no damage other than reasonable wear and tear is found at the check-out; the Deposit will be refunded to them in full, without interest as soon as possible after the end of their Tenancy; providing the Tenants have produced final bills, forwarding addresses and account details, as requested.
- 6.2 If it is found at the checkout that there has been damage to the Property, items are missing, the Property is not clean, or there are other defects for which the Tenants are responsible; the Landlord or Property Manager will assess the cost of rectifying the situation and advise the Tenants accordingly of the deductions to be made from the Deposit.
- 6.3 The Deposit Holder will refund the Deposit via bank transfer. Payments made to international bank accounts can be made, but the Tenant is liable for any charges this may incur. For security reasons the Property Manager cannot refund Deposits in cash.
- 6.4 The Property Manager must tell the Tenants within 14 days of the end of the Tenancy if he proposes to make any deductions from the Deposit provided that such period shall be extended by such reasonable period as is necessary should there be the need to take experts' advice as envisaged in the previous clause. The Tenants will receive a deductions chart via email as soon as The Property Manager has all the information needed to allocate cost to each deduction.
- 6.5 The Tenants must tell the Property Manager within 60 days of the end of the Tenancy if they accept the deduction from the Deposit or not.
- 6.6 If there is no dispute the Deposit Holder will keep or repay the Deposit; according to the agreed deductions and the conditions of the Tenancy Agreement.

6.7 The Tenants should inform the Property Manager in writing if they intend to dispute any of the deductions, regarded by the Landlord or the Property Manager as due from the Deposit, within 60 days after the tenancy end date. The Independent Case Examiner (ICE) may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute, may refuse to adjudicate in the matter.

6.8 If there remains an unresolved dispute after 90 days following termination or earlier ending of the Tenancy, the Tenants vacating the Property, and with reasonable attempts having been made in that time to resolve any differences of opinion; the dispute will (subject to the paragraph above) must be submitted to the ICE of adjudication. All parties agree to co-operate with the adjudication. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the above clauses.

7 Forwarding Address

7.1 The Tenants must provide the Property Manager with a forwarding address at the end of the Tenancy. We may release this address to the Landlord, third parties such as the Local Authority, and suppliers to the Property of Water, Gas, Electricity and Telephone services, and to other bodies with a reasonable interest; for example a hire company from whom they have rented a television for the Property, legal advisers, debt collectors or credit agencies.

7.2 The Tenants should contact the Post Office to arrange for their mail to be re-directed from the Property, as the Landlord or subsequent tenant cannot offer to forward it to them.

Part 3: Landlords Obligations

The following paragraphs set out the Landlord's obligations to the Tenants during their Tenancy.

1. General

Provided that the Tenants pay the rent when due and observe the other obligations of the Tenant, set out in this Agreement, they will be entitled to enjoy normal use of the Property as a private residence without interruption from the Landlord or anyone acting on his behalf, except as provided for in this Agreement.

2 Property Outgoings

2.1 The Landlord will pay any charges, taxes and bills relating to the Property that are not the Tenant's responsibility under this Agreement.

2.2 Tenants are responsible for payment of TV License and supplying TV aerial or TV supply via the cable company. Should the cable company need to make any changes to the property (e.g. drill holes) the lead Tenant must get written permission from the Landlord or Property Manager.

3 Insurance

The Landlord will insure the Property (or where the Property is an apartment, ensure that the head landlord insures it), and his possessions in the Property, against the usual risks covered by a comprehensive household insurance policy.

This will not cover damage caused by the Tenant, or caused to the Tenant's possessions.

Tenants are responsible for insuring personal belongings.

4 Repairs and Replacement

The Landlord will maintain the structure of the building including drains, gutters and down pipes (or where the Property is an apartment, ensure that the freeholder/superior leaseholder maintains it), the heating and hot water systems, the sanitary appliances, the installations for gas, electric, water and the contents of the Property that belong to him, in good order throughout the Tenancy, repairing or replacing as appropriate. The Tenants must allow the Landlord and Property Manager to make these arrangements.

This will not apply to damage caused through neglect or misuse by the Tenant, for which the Tenant will be responsible.

Compensation cannot be claimed for the delays beyond the Landlord's control - for example, ordering parts needed to complete the repair or weather conditions.

If the Tenants are offered compensation from the Landlord or Property Manager as a result of any such work taking place, this must be agreed to in writing at the time of the offer by the Landlord or Property Manager and the Tenants. Compensation matters cannot be discussed during the deposit return process and so should be resolved before the end of the tenancy.

5 Third Party Consents

The Landlord will have obtained any consents necessary for this Tenancy, for example for the insurers, mortgages, or freeholders/superior Landlords of the Property, before it commences, and will renew them if necessary from time to time to ensure that they remain in force throughout the Tenancy.

6 Safety Regulations

6.1 The Landlord confirms that all the furniture and equipment in the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended 1993.

6.2 The Landlord confirms all Gas Appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy upon request.

6.3 The Landlord confirms that the property has a sufficient number of fully functioning Carbon Monoxide detectors.

6.4 The Landlord confirms that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.

6.5 The Landlord will ensure that any electrician carrying out the electrical work at the Property is a member of an approved scheme.

7 Head Lease

The Landlord will;

8.1 Comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property is held under a head lease.

8.2 Take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the head lease.

8.3 Provide a copy of the relevant sections of the head lease to the Tenant at the start of the Tenancy upon request.

8.4 Pay all charges imposed by any Superior Landlord for granting this Tenancy.

9 Inventory

If the Landlord chooses to provide a fully comprehensive Inventory and Schedule of Condition, this will be arranged within the first 90 days of the commencement date.

Part 4: Breaches of the Tenancy Agreement

The Tenants should note that at any time the Landlord may seek to forfeit (terminate) their Tenancy before it expires, and repossess the Property, if any of the following events occur.

- The rent is unpaid fourteen or more days after it is due;
- The Tenants become bankrupt;
- The Tenants breach any of their major obligations under the Tenancy;
- Any of the grounds set out in Schedule 2 of the Housings Act 1988 (as amended) being in grounds 2, 8,10,11,12,13,14,15 or 17 are made out (see Definitions).

The Landlord cannot repossess the Property without first applying to the Court for an order requiring the Tenants to vacate it. The Court will notify the Tenants in advance of any hearing and they will have an opportunity to defend the case.

The Tenants should note that they may be liable for the costs of any legal advice or action that the Landlord has to take in the event that they breach the terms of the Tenancy, or any losses that he suffers as a result, even if the breach does not result in the Tenancy being terminated or the Landlord being given possession of the Property by the Court. This clause does not prejudice any other rights that the Landlord may have in respect of their obligations under this Agreement.

Part 5: Additional Clauses Only

If Part 6 is not applicable as stated in paragraph 14 of the Tenancy Particulars then;

1. Viewings

During the months of October to July (inclusive) of the Tenancy, in addition to the period in Part 2, Clause D, Paragraph 10; the Tenants must allow the Landlord, Property Manager and any other Agents appointed by the Landlord or the Property Manager, reasonable access upon prior appointment into the Property to show it to prospective Tenants, occupiers or purchasers. Tenants will be given at least 24 hours' notice of such appointments.

During the months when the property viewings are taking place for the following years tenancy, the Tenants are responsible for ensuring the property is kept in a clean and tidy manner; so as not to deter potential tenants, whom may have signed a contract had the property been in a presentable condition. If the Tenants do not adhere to this, they will be liable for professional cleaning costs to bring the property back up to a reasonable and presentable standard for future viewings.

During this period in addition to the period in Part 2, Clause D, Paragraph 10; the Landlord or Property Manager may also arrange for a "To Let" or "For Sale" board to be erected outside the Property.

2 Removal of Goods at the End of the Tenancy

- 2.1** The Tenant will be responsible for meeting all reasonable removal and/or storage charges, if any items are left in the Property. This applies if the items can be easily moved and stored. The Landlord may remove these items and store them for a maximum of 1 month of the tenancy end date; at his own discretion.

Charges will only be incurred where the Landlord has given the Tenants written notice addressed to the tenant at the forwarding address provided; or in the absence of any forwarding address, after making reasonable efforts to contact the Tenant and they have failed to collect the items promptly thereafter.

If the items are not collected within 1 month of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal, which may be deducted from any sale proceeds or the Deposit. If such a deduction exceeds the available amount of deposit or sales proceeds, the Tenant will be liable to pay for the excess.

- 2.2** The Tenants will remain liable for rent and other monies under this Tenancy if the Property is left full of bulky furniture or other bulky and heavy items belonging to the Tenants, which prevents the Landlord residing in, re-letting, selling, or making any other use of the Property; until the items are removed.

The Landlord or Property Manager (as the case may be) may remove, store, or dispose of the items after giving the Tenants at least 14 days written notice. Charges will only be incurred where the Landlord has given them written notice addressed to the Tenant at the forwarding address provided; or in the absence of any forwarding address, after making reasonable efforts to contact the Tenant and they have failed to collect the items promptly thereafter.

If the items are not collected within 14 days of the Tenant being notified, the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal, which may be deducted from any sale proceeds or the Deposit. If such a deduction exceeds the available amount of deposit or sales proceeds, the Tenant will be liable to pay for the excess.

3 Data Protection Act 1998

It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent and that present and future addresses and other contract details of the parties may be provided to each other, to utility suppliers, the Local Authority, authorised contractors, any credit agencies, reference agencies, legal advisers or debt collectors.

4 Notices

4.1 The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is set out in clause 10 of the Tenancy.

4.2 The provisions for the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Property by 5pm or that last known address of the Tenant is different; and reasonable evidence is kept of the delivery; the documents of Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays; or if any documents or Notices registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Property or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

4.3 The provisions for the service of notices are that if the Tenant or his Agent deliver by hand by 5pm and Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord is different; and reasonable evidence is kept of the delivery; the documents of Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays; or if any documents of Notices are sent by registered, or recorded delivery post at the address specified in clause 5 of the Tenancy Particulars the documents will be deemed delivered upon proof of delivery being obtained; or if the documents of Notices are sent by ordinary first class post addressed to the Landlord at the address in clause 5 of the Tenancy Particulars of the last known address if different; and reasonable evidence is kept of the delivery; the document or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

Part 6: Terminating your Tenancy Early

(NB: Only applicable if stated in paragraph 14 of the Tenancy Particulars on the first page)

Notes to Tenants:

If considering applying to surrender your Tenancy please read the notes below, which explain your responsibilities.

Replacement Procedures and Guidelines

- The exiting tenant must inform the Property Manager of their intentions in writing once they have discussed with the group that they wish to leave.
- All Tenants are jointly responsible for enabling the exiting tenant to leave the tenancy as quickly as possible; from being informed of the exiting tenants' intentions until the last person has taken part in the replacement signing. This includes helping to find a replacement and allowing potential replacements to view the property by assisting with the said viewings.
- No potential replacement tenant should be allowed to move into the property until the replacement process is completed in its entirety. Should the Tenants permit any person to move into the property that is not named on this agreement, they will incur a £400.00 fine for this breach of tenancy. This must be paid before any further replacement is sought. In these circumstances, the unrecognised person will be asked to vacate the property with immediate effect.
- When a replacement is found, they will be asked to complete the application process, and provide any proof of identity, student status, successfully provide us a suitable guarantor as described on page 2 of this agreement; or agree to pay advanced rent as an alternative; with the landlords' prior agreement. Failure to provide any of these will result in their application being denied.
- All replacement applications are subject to the landlords' approval.
- Upon successful application and the landlords' approval, an email will be sent to the group and the replacement tenant informing them of the success of the application and advising everyone involved of what is expected of them to complete this process. This includes an explanation of each document that will need to be signed and by whom; and a list of the payments that must be made before the online signing can take place. Please see the table below for further information on the payments involved:

Replacement Tenant

Administration Fee	£95.00
Deposit	Refer to tenancy particulars
Rental	Refer to tenancy particulars
Advanced Rent	As required, if no valid UK guarantor is available

Exiting Tenant

Replacement Process fee	£250.00
Room Checkout and Inventory Update	As per quote, upon request of landlord or tenant

- The replacement process will not continue if there are any rent arrears at the property. Please ensure that the groups rent payments are up to date before this point.
- The Property Manager will ask that the Tenants do not exchange any payment between themselves regarding rent or deposit payments without our prior written consent. If the replacement does not complete for any reason and any either the exiting and/or replacement Tenant has exchanged payments, Adams Estates Ltd cannot mediate in any dispute that may occur as a consequence.
- The exiting tenant, replacement tenant and remaining tenants will need to then agree a time and date with the Agent for the online signing to be completed by. This should be before the replacement tenants' move in date. If the replacement process exceeds the move in date, this will affect the replacement tenants' ability to move into the property on their chosen date.
- The documents will be drawn upon receipt of cleared funds for the payments requested. All payments must be paid before the signing can take place. The exiting tenant and their guarantor will continue to be liable as a named tenant at the property, with all that entails; until the replacement signing has been completed in its entirety.
- The replacement signing link will be sent to the Tenants, the exiting tenant and the replacement tenant as soon as the Agent has received all payments and documents required. Tenants are required to complete each section appointed to them fully. All parts must be complete for the replacement process to be successful.
- The documents that will generally need to be signed are as follows. These documents are subject to variation to customise each tenancies needs:

Room Condition Agreement - This document will need to be signed by the replacement tenant if keys have been collected before this process began. By signing this document the replacement tenant will be agreeing to take the room as is and agreeing that the exiting tenant has not caused any damage to the room for which the replacement tenant is not willing to take responsibility for, thus stating that the exiting tenant should receive a full deposit return. Should the replacement tenant feel that they cannot sign the document due to worries they has regarding the room, the Agent will need to look further into how this can be resolved. The signing will not take place until an agreement has been made.

Confirmation of Replacement - This document is to be signed by the rest of the group to state their agreement with the replacement tenant as a suitable replacement for the exiting tenant and that they are happy to have the replacement tenant join them in the house as a replacement tenant. This document also states that the rest of the group agree that exiting tenant has caused no damage to the communal areas and should receive a full return. Should the group feel that they cannot sign the document due to worries they have regarding the communal areas, the Agent will need to look further into how this can be resolved. The signing will not take place until an agreement has been made. Should any of the remaining tenants not agree that the replacement tenant is suitable, they can reserve the right not to sign this document. This will automatically stop the replacement process from continuing.

Joint Tenancy Transfer - This is a document from the deposit registration scheme which allows Adams Estates Ltd to remove the exiting tenants name from the deposit registration certificate, replacing it with the new tenants' name. It is very important that everyone signs this document to show that they are in agreement that this should be allowed to happen. This document should be signed by the exiting tenant, the replacement tenant and all other named tenants.

Lead Tenant Form - This is also a document linked with the deposit registration scheme. As with the original signing, the rest of the group and the replacement tenant will be agreeing that the lead tenant should be their spokesperson with regards to the property. This document should be signed by the replacement tenant and the remaining members of the group.

Prescribed Information - Upon signing the original contract, this was part of the back section. When any changes are made to their contract all Tenants must be issued with this information from the deposit guarantee scheme with which their deposit has been registered; in our case My Deposits. The Agent asks that the replacement and the remaining members of the group initial each page to show that they have received, read and understood this information.

The Original AST Agreement - The replacement Tenant needs to initial each page to show that they are aware of what they will be liable for as a named tenant.

The Deed of Assignment - This is the final part of the signing. This document legally passes the obligation of the tenancy from the exiting tenant to the replacement tenant. Once this has been signed by the landlord or their managing agent, the process is complete.

- Upon completion of the replacement process, the exiting tenant must complete a deposit return form and claim their deposit repayment.

PART 7: Grounds of Possession**GROUND 1 - LANDLORDS FORMER DWELLING & WANTING TO MOVE BACK [Notice length 2 months expiry]**

Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this Ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case):-

- (a) at some time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them occupied the dwelling house as his only or principal home; or
- (b) the landlord who is seeking possession, or, in the case of joint landlords seeking possession, at least one of them requires the dwelling house as his or his spouse's only or principal home and neither the landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlord, derived title under the landlord who gave the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

GROUND 8 - RENT ARREARS, OVER TWO MONTHS OR MORE THAN 8 WEEKS IF PAYABLE WEEKLY DUE [Notice length 14 days]

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing:-

- (a) if rent is payable weekly or fortnightly, at least eight weeks rent is unpaid;
- (b) if rent is payable monthly, at least two months' rent is unpaid;
- (c) if rent is payable quarterly, at least one quarter's rent is more than three months in arrears;
- (d) if rent is payable yearly, at least three months' rent is more than three months in arrears;
- (e) and for the purpose of this Ground "rent" means rent lawfully due from the tenant;

GROUND 9 - EMERGENCY BUILDING REPAIRS / FIRE ETC. IS EXAMPLE

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect

GROUND 10 -RENT ARREARS, SOME MONEY LAWFULLY DUE. [Notice length 14 days]

Some rent lawfully due from the tenant:-

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection(1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings

GROUND 11- RENT IS PERSISTENTLY PAID LATE [Notice length 14 days]

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due

GROUND 12 -TENANT HAS BEEN BREACHED SOME TERM OF THE TENANCY [Notice length 14 days]

Any obligation of the tenancy (other than one relating to the payment of rent) has been broken or not performed.

GROUND 13 - TENANT IS DAMAGING THE PREMISES [Notice length 14 days]

- (a) The condition of the dwelling house or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwelling house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or the sub-tenant.
- (b) For the purposes of this Ground, "common parts" means any part of a building comprising the dwelling house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling houses in which the landlord has an estate or interest.

GROUND 14 - ANTI SOCIAL OR CRIMINAL BEHAVIOUR (Notice (a) 14 days (b) 1 day)

Technically can be same but we advocate demonstrating to the Judge you have allowed reasonable time to remedy prior to requiring court action 6th April 2015 this section amended to allow provision for Anti-social Behaviour, Crime and Policing Act 2014.

The court must consider, in particular: –

- (a) the effect that the nuisance or annoyance has had on persons other than the person against whom the order is sought;
- (b) any continuing effect the nuisance or annoyance is likely to have on such persons;
- (c) The effect that the nuisance or annoyance would be likely to have on such persons if the conduct is repeated.

GROUND 15 - TENANT IS DAMAGING THE FURNITURE WITHIN THE PREMISES [Notice length 14 days]

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

GROUND 17 – TENANT DECEIVED YOU INTO GRANTING A TENANCY [Notice length 14 days]

Where the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by:-

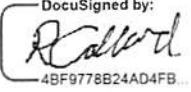
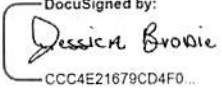
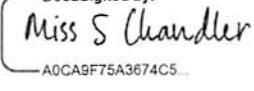

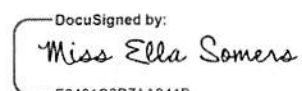
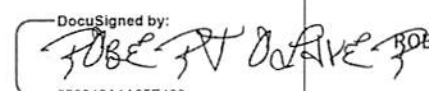
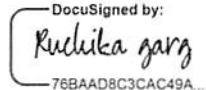
- (a) The tenant or;
- (b) A person acting at the tenant's instigation.

Adams Estates LTD©

Date of this Agreement: 09/02/2017

Declaration

I/We have read and accept these terms and conditions of the Tenancy Agreement.

Signatures (all tenants):	Print Name (all tenants):	Date (all tenants):
DocuSigned by:  4BF9778B24AD4FB...	Miss Rhea Callard	21-02-2017
DocuSigned by:  CCC4E21679CD4F0...	Jessica Brodie	21-02-2017
DocuSigned by:  A0CA9F75A3674C5...	Miss S Chandler	21-02-2017
DocuSigned by:  9824FFF9EF35406...	Mr Filipe Riberiro Pereira	22-02-2017
DocuSigned by:  E3481C6D7AA241B...	Miss Ella Somers	21-02-2017
DocuSigned by:  859349A1A85F420...	ROBERT OLIVER	21-02-2017
Signature (Agent): DocuSigned by:  76BAAD8C3CAC49A...	Print Name: Ruchika garg	Date: 22-02-2017

my|deposits.co.uk

Tenancy Deposit Protection

Information for Tenants

A Tenant's Guide to my|deposits



Since the 6th April 2007 all Landlords who take a deposit from their Tenant in England and Wales on an Assured Shorthold Tenancy (AST) agreement must comply with the tenancy deposit protection legislation by:

- 1 Protecting the deposit with a government-authorised tenancy deposit protection scheme within 30 days of receiving it from the Tenant and,
- 2 Providing the Tenant with proof of the deposit protection (known as the Prescribed Information) within the same 30 day timeframe.

The legislation has been designed to protect your deposit and ensure that if entitled, you get it back.

In this leaflet where it says Landlord it will also mean Agent if the Agent has taken and protected the deposit.

Penalties for landlords who fail to comply

You can take your Landlord to Court if they fail to comply with the legislation. They may face the following penalties:

- Be required to return the deposit to you or lodge the full deposit with the custodial scheme in 14 days.
- Be fined between one and three times the deposit amount.
- Be unable to serve a section 21 notice to regain possession of their property.

About my|deposits

my|deposits is an insurance-based scheme. Landlords can join the scheme and pay a fee to protect your deposit. This enables them to hold it for the duration of the tenancy and then return the agreed amount to you at the end. We offer a free and impartial Alternative Dispute Resolution service if you cannot agree how much of the deposit is to be returned to you.

How your deposit is protected with my|deposits

1



Deposit protected with us by your Landlord. We provide your Landlord with a Deposit Protection Certificate (DPC)

2



Your Landlord provides you with a signed copy of the DPC along with this leaflet as proof of protection.



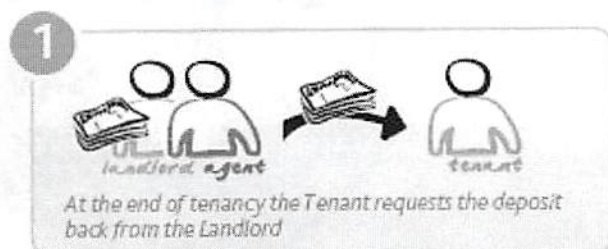
What is the Prescribed Information?

We provide your Landlord with a Deposit Protection Certificate (DPC) as proof of protection. It should be signed by your Landlord and you are given the opportunity to sign it to confirm your agreement to the information. This Information for Tenants leaflet is also part of the Prescribed Information. It explains who we are, how to get your deposit back and contains information about our Alternative Dispute Resolution process.

IMPORTANT – KEEP THIS LEAFLET WITH YOUR DPC AND OTHER TENANCY DOCUMENTS

End of the Tenancy

You should request the return of your deposit at the end of the tenancy in writing and keep evidence of the request. If you do not contact your Landlord they may decide to keep your deposit until they hear from you. The onus is on you to request your deposit back.



Deposit Deductions

Your Landlord may wish to make deductions from the deposit, if so we suggest you discuss the issues directly with your Landlord. Your Landlord should return any agreed amount to you within 10 days of your request for the deposit back. If you cannot agree the proposed deductions with your Landlord, you can raise a dispute with my|deposits within 3 months of vacating the property. You must wait 10 days after requesting the deposit back before raising the dispute.

tip If your Landlord does not respond to your request to return the deposit then you should raise a dispute.

About Alternative Dispute Resolution

The my|deposits Alternative Dispute Resolution (ADR) service can resolve your deposit dispute without you having to go to Court. Both you and your Landlord must agree to its use. ADR is evidence based and requires you to raise a dispute explaining what you are disputing, and requires your Landlord to provide evidence to justify the proposed deductions to the deposit. An impartial adjudicator will review the case and make a binding decision based on the evidence provided. The disputed deposit must be lodged with my|deposits for safekeeping during the dispute. We will distribute the money once a decision is made.

Notifying us of a dispute

Visit www.mydeposits.co.uk/tenants to raise a deposit dispute. Any one Tenant on a Joint & Several Tenancy Agreement can raise a dispute, providing the name is on the DPC. They will need to confirm that they are acting on behalf of the other Tenants. We will check the validity of the dispute before proceeding to ADR. If the Deposit has been unprotected by either the Landlord or us then you will have three months from the date of unprotection to raise a dispute (providing you vacate the property during that period). There is a whole section on our website which gives guidance and help on the dispute process. www.mydeposits.co.uk/tenants/guides

Contacting my|deposits

✉ Kingmaker House, Station Road, New Barnet, Hertfordshire EN5 1NZ

☎ 0333 321 9401 📧 info@mydeposits.co.uk • www.mydeposits.co.uk



Is your deposit protected?

You can check the Tenant section of our website to find out if your deposit is protected.

www.mydeposits.co.uk/tenants/get-started/check-your-deposit

All that is needed is your surname, the rental postcode and the month the deposit was paid.

my|deposits.co.uk

©Tenancy Deposit Solutions Limited, trading as my|deposits. Registered office:
Third Floor, Kingmaker House, Station Road, New Barnet, Herts EN5 1NZ.
Registered in England 05861648. VAT No.: 893 9729 49

Department for
Communities and
Local Government
www.communities.gov.uk

NLA
NATIONAL
LANDLORDS
ASSOCIATION
www.landlords.org.uk

HAMILTON
FRASER
INSURANCE
www.hamiltonfraser.co.uk

Deposit protection for Joint Tenancy Agreements

mydeposits.co.uk

Member Name: Adams Estates Ltd

mydeposits Member Number: 30310319

Rental Property Address:

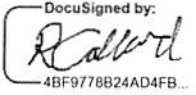
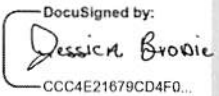
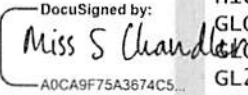
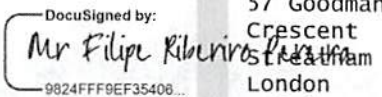
Deposit Amount £

Tenancy Start Date:

Tenancy End Date:

Tenant information: by signing this for you agree to the appointment of

as Lead Tenant

Tenants Full Name & Signature	Tenants forwarding/Home address	Tenants Telephone number & Email	If details change by the end of the tenancy, please update information here		Is deposit provided by 3 rd party? i.e. a Parent – if so please provide their contact details
			Alternative address	Alternative No./Email	
Sign  4BF9778B24AD4FB...	87 Penywern Road The Rhyddings Neath SA10 7PA	07825660290 rheacallard@hotmail.co.uk			
Sign  CCC4E21679CD4F0...	4 Riverside Close Hanwell London W7 1BY	07944158184 jessicabrodie4@hotmail.co.uk			
Sign  A0CA9F75A3674C5...	15 MAIDENHALL HIGHNAM GLOUCESTER GLOUCESTERSHIRE GL2 8DJ	07939000239 sophielaurachandler@gmail.com			
Sign  9824FFF9EF35408...	57 Goodman Crescent St Leonards Hill London SW2 4NS	07809215237 filipepereira@hotmail.co.uk			

[illegible]

Adams Estates LTD©

Date of this Agreement: 09/02/2017

Check List:

Tenancy Agreement Signed

☐

Guarantors/Advanced Rental (if applicable)

☐

Identifications (student card and drivers licence/passport)

☐

Joint Tenancy (My Deposits Document) Signed

☐

Deposit Registration Certificate Signed by Lead Tenant

☐

Standing Order Mandates Completed

☐

Deposit Paid

☐

Outstanding after signing appointment:

Date file is to be completed by:

Declaration:

I hereby agree (on behalf of the group named in this agreement) that the tenancy will be forfeit (including first months' rental and the reservation fee) if the above outstanding is not completed by the above agreed date.

Signed,

Lead Tenant:

Agent:



Deposit Protection Certificate

This Certificate confirms that your landlord/agent has protected your deposit with my|deposits, a government authorised tenancy deposit scheme, and complied with the Housing Act 2004 legislation. It must be read in conjunction with the 'Information for Tenants' leaflet which your landlord/agent should have given you with this certificate. A copy is available at www.mydeposits.co.uk in the tenant section. This Certificate is valid for the duration of the fixed term AST agreement (details below). If at the end of this agreement any of the terms change or you sign a new AST agreement then your landlord/agent must re-protect your deposit and issue you a new Certificate.

This Certificate has four sections:

- | | |
|---|-------------------------------------|
| 1. Warnings to Tenants | 2. Details of the Protected Deposit |
| 3. Key details of The Housing Act 2004 - Prescribed Information Order | 4. The end of your Tenancy |

Section 1 – Warnings to Tenants:

- A landlord may protect the tenant's deposit with my|deposits. Alternatively a landlord may instruct an agent to protect the tenant's deposit on the landlord's behalf.
 - Your landlord always remains responsible for your deposit even if the landlord has instructed an agent to protect it on their behalf.
 - my|deposits does not hold your deposit, except during a deposit dispute when we will hold the disputed amount until the dispute is resolved.
 - Within 30 days of receiving your deposit your landlord/agent must provide you with a signed Deposit Protection Certificate and the my|deposits 'Information for Tenants' leaflet.
 - You should sign this Certificate to confirm the details are correct, or contact your landlord/agent with any errors.
 - my|deposits agent members must hold your deposit in a client bank account separate from other business monies.
- IF YOU HAVE PAID YOUR DEPOSIT TO AN AGENT YOU MAY WANT TO CHECK THIS**

Section 2 – Details of the Protected Deposit:

Certificate Number:	DPC03790706	Amount of Deposit Protected:	£2850.00
Property Address:	64 Alexandra Road, Reading, Berkshire, RG 1 5PP		
Landlord/Agent:	Mr Joginder Singh Kaushal c/o Adams Estates Limited 66 Christchurch Road Reading Berkshire RG 2 7AZ	Tenant:	Miss Rhea Callard 64 Alexandra Road Reading RG 1 5PP
Other Tenants:	Miss Jessica Brodie Miss Sophie Chandler Mr Filipe Riberiro Pereira Miss Ella Somers Mr Robert Oliver	Interested Party:	Not Applicable
Date Deposit Collected from the Tenant:	21 February 2017	Period of Protection:	21 February 2017 until three months from the date you vacated the property.
Start Date of Fixed Term AST:	01 July 2017	End Date of Fixed Term AST:	30 June 2018
Landlord/Agent	DocuSigned by: 76BAAD8C3CAC49A DocuSigned by: Ruchika garg		
Tenant/Lead Tenant	Signature: 4BF9778B24AD4FB... Miss Rhea Callard Print Name		

IMPORTANT

This certificate should be signed by both the Landlord/Agent and Tenant/Lead Tenant to confirm that the information stated above is accurate to the best of both parties knowledge.

Signature of Edward Hooker (Chief Executive Officer of my|deposits)

Section 3 – Key details Housing Act 2004 - Prescribed Information Order

As well as protecting your deposit with an authorised Tenancy Deposit Protection Scheme, the Housing Act 2004 also requires your Landlord/Agent to provide you with specific information regarding the protection of your deposit – The Prescribed Information. my|deposits assists your Landlord/Agent by providing much of the required information in this Certificate and within the 'Information for Tenants' leaflet. It is the responsibility of your Landlord/Agent to provide this information within 30 days of receiving the deposit from you. my|deposits cannot be held liable in any way for the failure of your Landlord/Agent in providing this information or by the failure to provide it within the 30 day period. For a full transcript of the requirements of The Housing (Tenancy Deposits) (Prescribed Information) Order 2007, please download a copy from our website: www.mydeposits.co.uk

The Prescribed Information requirements relating to tenancy deposits and how my|deposits assists the Landlord/Agent to meet the requirement for you:

Requirement:	How met:
(a) The name, address, telephone number, e-mail address and any fax number of the scheme administrator of the authorised tenancy deposit scheme applying to the deposit.	my deposits is administered by HFIS plc, T/A Hamilton Fraser Insurance (The Scheme Administrator). my deposits, Premiere House, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH. Tel 0333 321 9401 • Fax 0845 634 3403 • info@mydeposits.co.uk
(b) Any information contained in a leaflet supplied by the scheme administrator to the landlord which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, the Act.	Provided within the 'Information for Tenants' leaflet that should be given to you by your Landlord/Agent with this Certificate.
(c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the shorthold tenancy ("the tenancy").	Provided within the 'Information for Tenants' leaflet that should be given to you by your Landlord/Agent with this Certificate.
(d) The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy. NB: For the purposes of this paragraph the reference to a landlord or a tenant who is not contactable includes a landlord or tenant whose whereabouts are known, but who is failing to respond to communications in respect of the deposit.	If your Landlord/Agent is not contactable at the end of the tenancy you should contact my deposits to raise a possible deposit dispute on 0333 321 9401 or notify us of a possible deposit dispute online at www.mydeposits.co.uk
(e) The procedures that apply under the scheme where the landlord and the tenant dispute the amount to be paid or repaid to the tenant in respect of the deposit.	Provided within the 'Information for Tenants' leaflet that should be given to you by your Landlord/Agent with this Certificate.
(f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.	Provided within the 'Information for Tenants' leaflet that should be given to you by your Landlord/Agent with this Certificate.
(g) The following information in connection with the tenancy in respect of which the deposit has been paid:	
(i) the amount of the deposit paid;	Provided within this Certificate of Protection.
(ii) the address of the property to which the tenancy relates;	Provided within this Certificate of Protection.
(iii) the name, address, telephone number, and any e-mail address or fax number of the landlord;	Unless protected under an Agent - the AST should contain the Landlords details.
(iv) the name, address, telephone number, and any e-mail address or fax number of the tenant, including such details that should be used by the landlord or scheme administrator for the purpose of contacting the tenant at the end of the tenancy;	The name and address of the tenant are provided within this Certificate of Protection but the telephone number, and any e-mail address or fax number of the tenant are recorded only in the my deposits system data base.
(v) the name, address, telephone number and any e-mail address or fax number of any relevant person;	Provided within this Certificate of Protection when applicable.
(vi) the circumstances when all or part of the deposit may be retained by the landlord, by reference to the terms of the tenancy;	* my deposits cannot assist here - this should be explained within the AST that you have signed.
(vii) confirmation (in the form of a certificate signed by the landlord) that - (aa) the information he provides under this sub-paragraph is accurate to the best of his knowledge and belief;	* my deposits cannot assist here - only the Landlord/Agent can sign to confirm this.
(bb) he has given the tenant the opportunity to sign any document containing the information provided by the landlord under this article by way of confirmation that the information is accurate to the best of his knowledge and belief.	* my deposits cannot assist here - you should check the details of your deposit recorded hereon and only sign if they are correct. If any information about your deposit recorded on this certificate is incorrect you should contact your Landlord/Agent.

* Please note that my|deposits is unable to fulfil the requirements in paragraphs (g) (vi) and (vii) above on behalf of your Landlord/Agent and these requirements will have to be satisfied by them personally as explained above.

Section 4 – The end of your Tenancy:

Please visit www.mydeposits.co.uk to notify us of any dispute about the return of your deposit at the end of your tenancy. The 'Information for Tenants' leaflet provides further information.